

CLUBHOUSE RENTAL AND AMENITY USEAGE

Policy # 3

Source of Authority: Tar Landing Villas (TLV) Homeowners' Association Board of Directors

Revision Authority: TLV Homeowners' Association Board of Directors

History: **Board Action:** July 2020

Effective Date: July 2020

3.1 Purpose

This policy is to provide clear and consistent guidance to each TLV homeowner regarding the rental, responsibilities, and usage of the Clubhouse and other onsite amenities. Other onsite amenities include the pool, swings, clubhouse lawn, basketball court and all parking spaces that are part of the common property.

3.2 Scope

This policy applies to all homeowners of TLV.

3.3 Policy

- A. The TLV Clubhouse is available to homeowners to rent for events. The attached rental agreement and rental fee must be completed and returned to the Property Manager 10 days prior to the event. The lessee is responsible to ensure that all aspects of the rental agreement are adhered to. Rental will be on a first come basis.
- B. The Clubhouse is available for each homeowner's use and enjoyment. The Board has found that the following restrictions are necessary to ensure the safety, wellbeing and the protection of the Clubhouse and persons alike. These do not apply to the bathroom access.
 1. Children under the age 13 should not have access to the Clubhouse without supervision.
 2. Children 13 and above are welcome to use the Clubhouse with parental consent, but not past 6 PM.
 3. Parents who authorize child access to the Clubhouse (regardless of age) are requested to survey the Clubhouse after its use to ensure that it is clean, in order, lights off and the doors are locked.
- C. Only homeowners have access to the Clubhouse after hours. Access maybe gained using your gate code.
- D. The Clubhouse icemaker is available for both homeowners' and renters' use during normal office hours. After normal office hours, only homeowners will have access to the Clubhouse icemaker.

- E. The exterior Clubhouse grill may be used by anyone staying at TLV. It is available on a first come basis, free of charge. However, its use can be reserved by notifying the property manager in advance. It is the responsibility of the person using the grill to make sure that the area is cleaned after its use, all trash is placed in the dumpster and that the grill grate is cleaned.
- F. The pool area shall not be utilized by more than ten outside invited guests of any one homeowner (or small group or unit homeowners having a joint party) without prior consent of the property manager. Request for such utilization should be made, if possible, at least one week prior to the proposed usage, and notice of said usage should be posted in a prominent place around the pool.
- G. Guests/Renters of unit homeowners that are residing (sleeping) in the homeowner's unit do not need to be accompanied by the homeowner when using any onsite amenities. Renters are not allowed to invite guests that are not residing (sleeping) in their rental unit to use the pool or any other onsite amenities. Any guest of a homeowner that is not residing in the owner's unit must be accompanied by the unit homeowner when using the pool or other onsite amenities.
- H. Clubhouse pool rules are reviewed annually and distributed to each property homeowner and rental agency.
- I. Any outdoor activities on the Clubhouse lawn are required to end by 10 PM. This coincides with the pool closure.
- J. Only vehicles of authorized vendors or belonging to one of the authorized categories above are allowed to park on TLV property. All other vehicles may be towed at management's discretion. The failure of homeowners to comply with this policy may result in a \$50 fine per occurrence or temporary revocation of privileges to use onsite amenities as determined by management.

Revision History

- A. October 21, 2023
- B. XXX XX, XXXX -

STATE OF NORTH CAROLINA

RENTAL AGREEMENT

THIS AGREEMENT is for rental of Tar Landing Villas (TLV) Clubhouse at 2106 East Fort Macon Road, Atlantic Beach, Carteret County, N.C. 28512, subject to the following conditions:

Lessee(s) Name: _____

Address: _____

Phone: _____

DATE RENTED: _____ **DAY OF THE WEEK:** _____

Time Starting: _____ Time ending: _____

OVEN NEEDED? YES NO GRILL NEEDED? YES NO

Rental Charge: How many Persons? _____ \$ _____ (due 10 days in advance).
1-25: \$25.00 26-50: \$50.00 51-75: \$75.00

Damages: The Lessee will pay for all damages to equipment of property of TLV through negligence or malice of Lessee or any of its agents, employees, or guests. If long tables are used, tops must be covered to avoid damages. Tables should not be used to open oysters unless a thick, sturdy cover is placed on the tables. Spills and spots on the carpet must be removed. Spots that will not come up require a carpet cleaner at renter’s expense.

Use: The Clubhouse, inside, and environs, including deck, may be used for the following purposes only:
_____.

Lessee responsible for cleanup, vacuuming of floors, cleaning off the counter and tabletops, disposal of trash to outside trash bin.

Lessee shall conduct said events in an orderly and lawful manner. Proper decorum shall be maintained at all times and the Lessee will follow the oral instructions of agents of TLV regarding entrance and exit to the property, parking, and observing the rights of TLV owners regarding access to the Clubhouse as reasonable times.

Lawful Use: Lessee shall make no use, including both lawful and unlawful, of the Clubhouse facilities, except those authorized in this agreement.

Indemnification: TLV shall not be liable for any damages growing out of the use of the Clubhouse and the Lessee covenants and agrees to save harmless TLV by reason of any claims or damages whatsoever.

Assignment: This rental Agreement may not be assigned or transferred by the Lessee and may be cancelled by TLV at any time with thirty (30) days prior written notice to the Lessee.

TAR LANDING VILLAS HOMEOWNERS ASSOCIATION

By: _____

Lessee: _____

Date: _____